
RECORDATION NO. *9434-A* Filed 1425

JUN 27 1979 - 2 10:30 AM

INTERSTATE COMMERCE COMMISSION

FIRST AMENDMENT TO EQUIPMENT LEASE

Dated as of March 15, 1979

Between

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY
OF CHICAGO,
as Trustee under Chicago North Western Trust No. 78-2
as Lessor

and

CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY,
as Lessee

(Chicago North Western Trust No. 78-2)
(Maintenance of Way Equipment)

FIRST AMENDMENT TO EQUIPMENT LEASE

FIRST AMENDMENT TO EQUIPMENT LEASE dated as of March 15, 1979 (the "First Amendment") between CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as trustee (the "Lessor") under an Equipment Leasing Trust Agreement dated as of March 15, 1978 with COBAK CORPORATION, a Delaware corporation and CI GENERAL EQUIPMENT LEASING CORPORATION, a Delaware corporation (collectively, the "Trustors"), and CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (the "Lessee").

RECITALS:

A. The Lessor and the Lessee have heretofore entered into an Equipment Lease dated as of March 15, 1978 (the "Lease") providing for the lease and delivery by the Lessor to the Lessee of certain rolling stock more fully described in Schedule A attached to the Lease.

B. The Lease was filed and recorded in the Office of the Secretary of the Interstate Commerce Commission on June 8, 1978 at 2:15 P.M. and was assigned recordation No. 9434.

C. The Lessor and the Lessee now desire to amend the Lease in the respects, but only in the respects, hereinafter set forth.

NOW, THEREFORE, the Lessor and the Lessee hereby agree as follows:

Schedule A to the Equipment Lease attached to this First Amendment shall be substituted for the Schedule A to the Equipment Lease attached to the Lease as originally executed.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this First Amendment may refer to the "Equipment Lease dated as of March 15, 1978" without making specific reference to this First Amendment but nevertheless all such references shall be deemed to include this First Amendment unless the context shall otherwise require.

The First Amendment may be executed in any number of counterparts, each executed counterpart constituting an original but all together one and the same instrument.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this instrument to be duly executed all as of the day and year first above written.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO,
as Trustee under Chicago North
Western Trust No. 78-2

By *W. J. Kuge*
Vice President

LESSOR

[SEAL]

ATTEST:

A. H. Lenters
Trust Officer

CHICAGO AND NORTH WESTERN
TRANSPORTATION COMPANY

By *J. M. B. tle*
Vice President

LESSEE

[SEAL]

ATTEST:

Leone K. Kline-Rand
Assistant Secretary

State of Illinois)
) SS
County of Cook)

On this 3rd day of May, 1979, before me personally appeared M. J. Kruger, to me personally known, who being by me duly sworn, says that he is the Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]

[SEAL]

My Commission expires: December 6, 1981

State of Illinois)
) SS
County of Cook)

On this 2nd day of May, 1979, before me personally appeared J. M. Butler, to me personally known, who being by me duly sworn, says that he is the Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]

[SEAL]

My Commission expires: May 21, 1982

<u>A</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>RAILROAD SYSTEM NO.</u>	<u>ESTIMATED PURCHASE PRICE</u>
1	14	Tampers	17-3019/22 17-3046/51 17-3075/78	\$1,278,000
2	1	Compactor	17-3072	95,000
3	6	Speed Swings	17-2997/01 17-3018	630,000
4	6	Tractor/Backhoes	17-2993/96 17-3011 17-3045	
5	10	Ballast Regulators	17-3023/32	545,000
6	1	Automatic Spiker	17-3002	55,000
7	1	Tie Injector	17-3061	60,000
8	2	Rail Lifters	17-3062/63	9,000
9	3	Tie Bed Scarifiers	17-3058/60	109,000
10	5	Tie Inserters	17-3052/56	175,000
11	7	Crawler Loader/ Dozers	17-2090/91 17-3003 17-3013/14 17-3016/17	250,000
12	3	Hy-rail Cranes	17-3098/3100	420,000
13	3	Motor Graders	17-3004/06	150,000
14	8	Pneumattractors	17-3064/71	223,000
15	12	Air Compressors	17-3082/93	112,000
16	2	Earth Drills	17-3015 17-3097	140,000
17	3	Anchor Machines	17-3079/81	96,000
18	1	Brush Cutter	17-3074	65,000

SCHEDULE A
(to Equipment Lease)

<u>A</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>RAILROAD SYSTEM NO.</u>	<u>ESTIMATED PURCHASE PRICE</u>
19	4	Trailers	19-1442/45	\$ 30,000
20	12	Tractor/Mowers	17-3033/44	240,000

DELIVERY TO: Chicago and North Western
Transportation Company

PLACE OF DELIVERY: Fond duLac, Wisconsin

ESTIMATED DELIVERY DATE: May-December, 1978

OUTSIDE DELIVERY DATE: December 31, 1978

FIXED RENTAL: For each Item of Equipment thirty-two (32) quarterly Fixed Rental installments each equal to 3.5965% of the Purchase Price of such Item of Equipment.